

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS**

Wilander on Wheels, LLC,)	
)	
Plaintiff,)	Case No. 18- cv-06776
)	
v.)	JURY TRIAL DEMANDED
)	
CET Enterprises, LLC,)	Judge Robert Blakey
)	
Defendant.)	

**MOTION TO REINSTATE LAWSUIT AND FOR ENTRY OF STIPULATED
JUDGMENT PURSUANT TO SETTLEMENT AGREEMENT**

Plaintiff moves for entry of a Stipulated Judgment pursuant to paragraph 3 of the Settlement Agreement between the parties and states:

1. After a settlement conference with Magistrate Finnegan, the parties entered a Settlement Agreement dated January 14, 2019.
2. Pursuant to the Agreement, defendant CET was to make an initial payment of \$6,000 and then monthly payments of \$500 until a total of \$18,500 was paid.
3. CET made the initial payment of \$6,000 and then two monthly payments of \$500 for a total of \$7,000.
4. CET has defaulted on the June 2019 monthly payment and has failed to cure the default after due notice as provided in the Agreement. Specifically, paragraph 3 of the Agreement provides:

FAILURE TO MAKE PAYMENTS ON TIME.

If CET fails to make the initial payment or any payment thereafter on the first of the month as set forth above, it shall have a ten day grace period to cure such missed payment after email notice is sent to Christi Turdo, christi@hoparazzi.com, with a cc email to Melissa Casey, Esq., mpclawgroup@gmail.com, and Howard Prossnitz, Esq., prossnitzlaw@gmail.com. If payment is not received within ten

days after notice is sent, then WOW shall be entitled to move to reinstate the Lawsuit and move for a Stipulated Judgment in the amount of \$30,000 less any payments received. A copy of this Agreement shall be appended to WOW's motion for Agreed Judgment as evidence of the Agreement and no further proof shall be required for entry of Agreed Judgment other than evidence of amounts received.

5. Defendant failed to make the June 2019 payment and email notice of the default was provided on June 25, 2019. See Exhibit A,

6. Payment was not received within ten days thereafter which was July 5, 2019.

7. Paragraph 3 of the Agreement states that a copy of the Agreement shall be appended to WOW's motion for Stipulated Judgment and a copy is attached as Exhibit B.

8. Plaintiff is entitled to a Stipulated Judgment of \$30,000 less payments received of \$7,000 for a total of \$23,000. A form of Judgment is attached as Exhibit C.

Wherefore, Plaintiff moves for entry of a Stipulated Judgment in its favor in the amount of \$23,000.

Plaintiff Wilander on Wheels

By: Howard B. Prossnitz/ s/

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Certificate of Service

I, Howard Prossnitz, an attorney, certify that I served the foregoing on all counsel of record on July 11, 2019 through electronically through the Court's CM/ECF system, and that notice of this filing was sent by electronic mail to all parties by operation of the Court's electronic filing system or by mail to anyone unable to receive electronic filings as indicated on the Notice of Electronic Filing. Parties may access this filing through the Court's CM/ECF system.

Howard B. Prossnitz /s/